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the weight of authority, it is held to be divisible if the risk as to the other part is not increased, and in the absence of fraud. *Royal Ins. Co. v. Martin*, 192 U. S. 149; *Fisher v. Sun Ins. Co.* (W. Va.), 83 S. E. 728, L. R. A. 1915C, 619; *Crawford v. Hanover Fire Ins. Co.*, 121 Ala. 258, 25 South. 912. In such cases the intention of the parties must govern; and the fact that the property is separately valued shows that the intention was that it should be divisible. *Kansas Farmers' Fire Ins. Co. v. Saindon*, 53 Kan. 623, 36 Pac. 983; *Miller v. Delaware Ins. Co.*, 14 Okl. 81, 75 Pac. 1121, 65 L. R. A. 173. Another line of cases take a contrary view, and hold that as the policy is issued for a single consideration it should be treated as indivisible and, if void as to one part, it is void *in toto*. *Joffe v. Niagara Fire Ins. Co.*, 116 Md. 155, 81 Atl. 281, 51 L. R. A. (N. S.) 1047; *Coggins v. Aetna Ins. Co.*, 144 N. C. 7, 56 S. E. 506, 8 L. R. A. (N. S.) 839, 119 Am. St. Rep. 924; *Southern Fire Ins. Co. v. Knight*, 111 Ga. 622, 36 S. E. 821, 52 L. R. A. 70, 78 Am. St. Rep. 216.

The same conflict is found where the cases involve the iron safe clause, in this connection. But the weight of authority seems in accord with the decision in the principal case. *Crawford v. Hanover Fire Ins. Co.*, (*supra*); *Fisher v. Sun Ins. Co.*, (*supra*); *Home Ins. Co. v. Delta Bank*, 71 Miss. 608, 15 South. 932; *Miller v. Del. Ins. Co.*, *supra*. However, there are some respectable authorities holding the contrary. *Joffe v. Niagara Fire Ins. Co.*, (*supra*); *Coggins v. Aetna Ins. Co.*, (*supra*).

Further, some cases hold that a policy issued for a gross premium is indivisible where the insured has been guilty of fraud. *Moore v. Va. Fire & Marine Ins. Co.*, 28 Gratt. (Va.), 508, 26 Am. Rep. 373; *Home Ins. Co. v. Connally*, 104 Tenn. 93, 56 S. W. 828; *Hall v. Western Underwriters Ass'n*, 106 Mo. App. 476, 81 S. W. 227. And whenever a policy is issued for a gross premium on different classes of property, not separately valued, it is indivisible. See *Fitzgerald v. Atlanta Home Ins. Co.*, 61 App. Div. 350, 70 N. Y. Supp. 552.

NEGLIGENCE—MANUFACTURERS—LIABILITY TO PERSONS NOT IN PRIVITY OF CONTRACT.—The plaintiff sued the manufacturer for injuries resulting from the collapse of a wheel of his automobile, which he had purchased from a retail dealer. The manufacturer purchased the wheels, which were made of defective wood, from a reputable dealer; and did not test them for defects. *Held*, the defendant is liable. *MacPherson v. Buick Motor Car Co.* (N. Y.), 111 N. E. 1050. See NOTES, p. 628.

OFFICERS—GROUNDS FOR REMOVAL—MISCONDUCT DURING PRIOR TERM.—A petition for removal from office was filed against the mayor of a certain town alleging acts of misconduct. Evidence was offered to show acts of misconduct during a prior term. *Held*, the evidence is admissible. *State v. Howse* (Tenn.), 183 S. W. 510.

The grounds for the removal of public officials depends largely upon the construction of the particular statutes under which the various cases arise; and, though the purpose of all the statutes on this point is to rid the public of corrupt officials, the decisions are in conflict upon the question whether the misconduct of an officer during a prior term constitutes grounds for his removal. It is argued, by one line of author-